

End-User License Agreement

IMPORTANT-READ CAREFULLY: This End User License Agreement (the "EULA") is a legal agreement between you and Microsoft Corporation, and governs the Microsoft learning products made available to you on this site, which may include courses and courseware, libraries, clinics, software, code, scripts, schemas, templates, slides, instructions, associated media, Internet-based services, support services, and related printed or electronic documentation. **BY USING THE LEARNING PRODUCTS ON THIS SITE, YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT USE THIS LEARNING PRODUCT.**

1. GENERAL USE RIGHTS. Provided you comply with the terms of this EULA, you may exercise the following rights:

1.1 30-Day Subscription. If you acquired a 30-day subscription to any Licensed Content, you may access and use one copy of such Licensed Content via this site for a 30-day period for your personal training use only, beginning on the date you acquire said subscription to such Licensed Content. You may not share this right, or the Licensed Content, with others.

1.2 90-Day Subscription. If you acquired a 90-day subscription to any Licensed Content, you may access and use one copy of such Licensed Content via this site for a 90-day period for your personal training use only, beginning on the date you acquire said subscription to such Licensed Content. You may not share this right, or the Licensed Content, with others.

1.3 180-Day Subscription. If you acquired a 180-day subscription to any Licensed Content, you may access and use one copy of such Licensed Content via this site for a 180-day period for your personal training use only, beginning on the date you acquire said subscription to such Licensed Content. You may not share this right, or the Licensed Content, with others.

1.4 1-Year Subscription. If you acquired a one-year subscription to any Licensed Content, you may access and use one copy of such Licensed Content via this site for a one (1) year period for your personal training use only, beginning on the date you acquire said subscription to such Licensed Content. You may not share this right, or the Licensed Content, with others.

2. OTHER RIGHTS.

2.1 Documents. Provided you comply with the terms of this EULA, you may print and copy portions of any white papers, workbooks, datasheets, FAQs, and other documentation accompanying the Licensed Content (the ("**Documents**") and keep those documents longer than the relevant subscription period. You agree, however, that:

- (a) You will use such printed Documents only in conjunction with your personal training use.
- (b) You will not print any e-book [or chapter of an e-book] in its entirety.

(c) You will not republish, post, broadcast, or transmit the Documents to others or on a network.

(d) You will include on each copy either the Document's original copyright and trademark notices or a notice reading substantially as follows:

"© 2004 Microsoft Corporation. All rights reserved.

Microsoft and Windows are either registered trademarks or trademarks of Microsoft Corporation in the US and/or other countries. Other product and company names mentioned herein may be the trademarks of their respective owners.'

2.2 Use of Sample Code. Provided you comply with the terms of this EULA, you may use and modify any portion of the Licensed Content identified as sample code ("**Sample Code**"), and, unless the Sample Code is designated as not redistributable in the Readme file that forms a part of the Licensed Content (the "**Non-Redistributable Sample Code**"), may redistribute such Sample Code or modifications thereof in object code form.

2.3 Permitted Modifications. If you make any modifications to Sample Code under this EULA, you agree: (a) to clearly identify such modifications as your own, and not state or imply that Microsoft authored or endorsed such modifications, (b) not to make any modifications constituting obscene or scandalous works, (c) to defend, indemnify, and hold Microsoft harmless from any and all claims, lawsuits, damages, losses, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising from or relating to such modifications; and (d) not to transfer or assign any rights to any such modifications to any third party.

3. LIMITATIONS.

3.1 No Excluded Licenses. Your license to the Licensed Content or any of the software components included therewith, does not include any license, right, power or authority to create derivative works of such software in any manner that would cause such software and/or derivative works thereof, in whole or in part to become subject to any of the terms of the Excluded License. "**Excluded License**" means any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software of other software combined and/or distributed with such software be (A) disclosed or distributed in source code form; (B) licensed for the purpose of making derivative works; or (C) redistributable at no charge.

3.2 Modifications. You may not modify any portion of the Licensed Content except as expressly permitted in Section 2.2.

3.3 No Deriving Source Code. You may not reverse engineer, decompile, or disassemble the Licensed Content, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

3.4 No Redistribution. You may not provide commercial hosting services with, sell, rent, lease, transfer, distribute, lend, sublicense, or assign copies of the Licensed Content, or any portion thereof (including any permitted modifications thereof) on a stand-alone basis or as part of any collection, product or service, except as expressly permitted in Section 2.2.

3.5 Errors; Changes. You acknowledge and agree that (i) the Licensed Content may include technical inaccuracies or errors, and (ii) Microsoft may make improvements or other changes in the Licensed Content at any time.

3.6 *Fictitious Names.* You understand that the names of companies, products, people, characters, and data in the Licensed Content may be fictitious and are in no way intended to represent any real individual, company, product or event, unless otherwise noted.

4. **OWNERSHIP.** This EULA only gives you some right to the Licensed Content. Unless otherwise allowed by applicable law, you may use the Licensed Content only as expressly permitted under this EULA. Microsoft reserves all other rights. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Licensed Content. You may not remove or obscure any copyright, trademark or patent notices that appear on the Licensed Content. The Licensed Content is licensed, not sold.

5. **CONSENT TO USE OF DATA.** You agree that Microsoft and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Licensed Content. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

6. **LINKS TO THIRD PARTY SITES.** You may link to third party sites through the use of the Licensed Content. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for webcasting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.

7. **ADDITIONAL LICENSED CONTENT/SERVICES.** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Licensed Content that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Licensed Content, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Licensed Content.

8. **U.S. GOVERNMENT LICENSE RIGHTS.** All software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "**Restricted Rights**" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

9. **EXPORT RESTRICTIONS.** You acknowledge that the Licensed Content is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Licensed Content, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information see <http://www.microsoft.com/exporting/>.

10. **TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Licensed Content and all of its component parts. The following provisions of this EULA will survive any termination: All definitions and Sections 3 through 15.

11. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS

PROVIDE THE LICENSED CONTENT AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND MICROSOFT AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE LICENSED CONTENT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE LICENSED CONTENT, OR OTHERWISE ARISING OUT OF THE USE OF THE LICENSED CONTENT. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE LICENSED CONTENT. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE LICENSED CONTENT, AND ANY SUPPORT SERVICES, REMAINS WITH YOU.

12. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE LICENSED CONTENT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE LICENSED CONTENT, OR OTHERWISE ARISING OUT OF THE USE OF THE LICENSED CONTENT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICROSOFT OR ANY SUPPLIER, AND EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE LICENSED CONTENT UP TO THE AMOUNT ACTUALLY PAID BY YOU

FOR THE LICENSED CONTENT OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

14. APPLICABLE LAW. If you acquired this Licensed Content in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Licensed Content in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Licensed Content in any other country, then local law may apply.

15. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Licensed Content) are the entire agreement between you and Microsoft relating to the Licensed Content and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Licensed Content or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please use the address information enclosed in this Licensed Content to contact the Microsoft subsidiary serving your country or visit Microsoft on the World Wide Web at <http://www.microsoft.com>.

Si vous avez acquis votre Contenu Sous Licence Microsoft au CANADA :

DÉNI DE GARANTIES. Dans la mesure maximale permise par les lois applicables, le Contenu Sous Licence et les services de soutien technique (le cas échéant) sont fournis *TELS QUELS ET AVEC TOUS LES DÉFAUTS* par Microsoft et ses fournisseurs, lesquels par les présentes dénie toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment, mais sans limitation, (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à une fin usage particulière, de fiabilité ou de disponibilité, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et d'absence de négligence, le tout à l'égard du Contenu Sous Licence et de la prestation des services de soutien technique ou de l'omission de la 'une telle prestation des services de soutien technique ou à l'égard de la fourniture ou de l'omission de la fourniture de tous autres services, renseignements, Contenus Sous Licence, et contenu qui s'y rapporte grâce au Contenu Sous Licence ou provenant autrement de l'utilisation du Contenu Sous Licence. **PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE CONTENU SOUS LICENCE.**

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU

DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU CONTENU SOUS LICENCE OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION OU À L'OMISSION DE LA 'UNE TELLE PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU À LA FOURNITURE OU À L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, CONTENUS SOUS LICENCE, ET CONTENU QUI S'Y RAPPORTE GRÂCE AU CONTENU SOUS LICENCE OU PROVENANT AUTREMENT DE L'UTILISATION DU CONTENU SOUS LICENCE OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA U PRÉSENTE CONVENTION EULA OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. MALGRÉ LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX OU AUTRES), LA SEULE RESPONSABILITÉ 'OBLIGATION INTÉGRALE DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION EULA ET VOTRE RECOURS EXCLUSIF À L'ÉGARD DE TOUT CE QUI PRÉCÈDE SE LIMITE AU PLUS ÉLEVÉ ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÉELLEMENT PAYÉ POUR LE CONTENU SOUS LICENCE OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÉNIS QUI PRÉCÈDENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÊME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

À moins que cela ne soit prohibé par le droit local applicable, la présente Convention est régie par les lois de la province d'Ontario, Canada. Vous consentez Chacune des parties à la présente reconnaît irrévocablement à la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, dans de la province d'Ontario et consent à instituer tout litige qui pourrait découler de la présente auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez utiliser l'information contenue dans le Contenu Sous Licence pour contacter la filiale de succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou visitez écrivez à : Microsoft sur le World Wide Web à <http://www.microsoft.com>